



### **Limited Warranty**

**This warranty applies to DAY4-60MC, DAY4-48MC, and DAY4-36MC Series Photovoltaic modules ("Product") produced by Ever Energy Co., Ltd. ("Ever Energy"). This warranty is NOT applicable to any other products produced by Ever Energy. This warranty is extended to the first end-user purchaser only ("Purchaser"). The warranty period shall commence on the date of original purchase by the Purchaser or 1 (one) year after the manufacturing date indicated on the Product's label whichever is earlier (the "Commencement Date").**

#### **1. Limited Product Warranty- Ten-Year Repair or Replacement.**

Ever Energy warrants the Product(s) to be free from defects in materials and workmanship under normal application, installation, use, storage, transportation handling and service conditions. If the Product(s) fails to conform to this warranty, Ever Energy will, at its sole option, either repair or replace the Product(s). This warranty shall extend for a period ending one hundred twenty (120) months from the Commencement Date (the "**Limited Warranty Period**"). This repair or replacement remedy shall be the sole and exclusive remedy provided under this warranty and the original Product Limited Warranty Period remains in effect and will not be extended, nor will a new Limited Warranty Period begin, upon repair or replacement of

defective Product(s) or parts. Limited Product Warranty does not cover a specific power output of the Product which is specifically and exclusively covered in section 2 subject to provisions and limitations of sections 3, 4, 5 and 6. The following conditions apply to this Limited Product Warranty:

- a) The warranty remedy will extend only to claims received before the end of the Limited Warranty Period.
- b) Ever Energy reserves the right, and also at its sole discretion to repair or replace the original Product(s) with new or refurbished Product(s).
- c) The Commencement Date shall determine the start of the Limited Warranty Period in the event Ever Energy repairs or replaces the Product(s).
- d) Product(s) removal, transportation, reinstallation, and related fees are excluded from this Limited Product Warranty and these fees must be paid by the Purchaser.
- e) This Limited Product Warranty is applicable to the Product(s) only and does not apply to any other system components or parts.
- f) This Limited Product Warranty is not applicable to claims arising due to improper storage and/or handling subsequent to the Product's shipment from Ever Energy's manufacturing facility.

If the Purchaser feels he or she has a justified claim under the Limited Product Warranty the Purchaser must immediately file a claim in accordance with the provisions of section 5.

#### **2. Limited Power Output Warranty- Limited Remedy.**

Ever Energy warrants that for the period of 10 years from the

Commencement Date the power output of the Product will not fall below 90% of the designated Minimum Power ( $P_{min}$ ). Ever Energy further warrants that for the period of twenty-five (25) years from the Commencement Date the power output of the Product will not fall below 80% of the designated Minimum Power ( $P_{min}$ ). If the Purchaser feels he or she has a justified claim under the Limited Power Output Warranty the Purchaser must immediately file a claim in accordance with the provisions of section 5. The deterioration of indicated power output in the warranty claim shall be determined by Ever Energy, in its sole and absolute discretion, pursuant to the standards provided in section 5. Ever Energy will supplement the output deficiency using one of the following remedies:

- a) Ever Energy may provide additional new or refurbished Product(s) of the same or different models to restore the deficient output; or
- b) Ever Energy may repair or replace the Product(s) with new or refurbished Product(s)

When one of the power output supplemental remedies is employed, the following conditions will apply:

- a) The Limited Power Output Warranty remedy will extend only to claims received before the end of the relevant warranty period under this Limited Power Output Warranty (the "**Limited Power Output Warranty**").
- b) The Commencement Date shall determine the start of the Limited Power Output Warranty period in the event Ever Energy repairs, replaces, refunds or adds more Product(s).
- c) One remedy option (additional Product(s) or

repair/replacement of Product(s) ) will be employed, at Ever Energy's sole option.

d) Ever Energy shall not be responsible for any expenses associated with Product(s) removal, transportation, reinstallation of the Product and any related fees resulting from any claim under this Limited Power Output Warranty. Ever Energy shall not be responsible for any loss profits or lost revenues associated with performance or non-performance of the defective Product.

### 3. **Limited Warranty Exclusions.**

The Limited Warranty described above in sections 1 and 2 excludes any of the following conditions:

- a) Improper usage, installation, wiring, handling, removal, or maintenance and abuse, neglect, or accident.
- b) Failure to install and operate the Product under recommended conditions ***as per description contained in the user manual accompanying the Product (the "Installation Manual")*** including but not limited to ensuring that the Product is installed and operated in a way that it is not shadowed or otherwise covered in its entirety or partially by debris, leaves, tree branches, dirt, bird droppings or any other substance or object(s) capable of preventing the light from illuminating the front surface of the Product in a uniform unobstructed manner.
- c) Product(s) sold and/or installed outside the United Kingdom.
- d) Lack of compliance with regulatory requirements applicable for installations of this kind in the United Kingdom and/or Ever Energy installation instructions, and/or use and maintenance instructions contained in the Installation Manual.

e) Marine, recreation vehicle and/or mobile installations of any kind.

f) Alteration or improper application, such as, but not limited to, use with mirrors and/or other optical system of any kind, under concentrated sunlight and direct contact with solar thermal systems.

g) Damage from abuse, alteration, installation or improper repair by anyone other than technicians who are appropriately qualified and properly licensed in accordance with the requirements for installations of this kind in the United Kingdom (the "Licensed Technician").

h) Improper storage, handling, packaging or transportation.

i) Damage from external stress, such as falling rocks or other debris.

j) Damage from environmental pollution such as soot, salt damage or acid rain.

k) Damage from defects in system-related parts and components, or non-compatibility of Product(s) with system and related components.

l) Damage from extreme natural conditions (earthquakes, typhoons, tornados, volcanic activity, flooding, tsunami, lightning, etc.) and fire, power surges, power failures or other unforeseen circumstances that are beyond Ever Energy's control.

m) Damage from terrorist acts, riots, war or other man-made disasters.

n) External stains or scratches that do not affect output.

o) Damage due to sound, vibration, rust, scratching or

discoloration that are the result of normal wear and tear, aging or continuous use.

p) Expiration of warranty, no evidence of purchase, no proof of purchase date, no proof of purchase from a dealer within the United Kingdom, no proof of exclusive use within the United Kingdom or no proof of delivery and installation by a Licensed Technician.

q) Altered, removed, or illegible Product(s) serial number(s).

Note: in order to satisfy proof of purchase, proof of purchase date, proof of purchase from a dealer or installer, and proof of delivery and installation by a Licensed Technician the Purchaser must retain throughout the warranty period and provide to Ever Energy at the time of the claim the original copy of the purchase invoice provided to the Purchaser at the time of the Product's purchase and installation by the dealer or installer.

### 4. **Limitation of Warranty.**

SUBJECT TO THE LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT(S). EVER ENERGY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE OR APPLICATION AND ALL OTHER OBLIGATIONS OR LIABILITIES ON EVER ENERGY'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY

EVER ENERGY. EVER ENERGY SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT(S), INCLUDING, WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT(S), OR FROM USE OR INSTALLATION. IN NO EVENT SHALL EVER ENERGY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. EVER ENERGY'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

**5. Obtaining Warranty Performance.**

Purchasers who believe they have a justified claim covered by this Limited Warranty must immediately notify Ever Energy directly at the following address:

Ever Energy Co., Ltd.

Address: No. 156, Jhongyuan Rd., Jhongli City, Taoyuan

County 320, Taiwan

Email: [info@everenergy.com.com.tw](mailto:info@everenergy.com.com.tw)

Together with the notice Purchaser should also provide evidence of proof of ownership, Date of Purchase, Product's model number, Product's serial number and detailed

description of the nature of the defect claimed. The Purchaser should also provide such other evidence as maybe requested by the dealer or Ever Energy at the time of the claim.

In case of the claim under the Limited Power Output Warranty, actual power output of the Product shall be determined exclusively by Ever Energy or its designated representative.

The measurement shall be conducted at Ever Energy's testing facilities under Ever Energy's standard test conditions of 1000W/m<sup>2</sup>, AM1.5 spectrum and PV cell temperature of 25° C. Measurement tolerance shall be +/- 3.5%. Ever Energy's measurement will be the sole determination for purposes of warranty settlement.

Note that the return of any Product(s) in relation to any claim under Limited Power Output Warranty or Limited Product Warranty will not be accepted by Ever Energy unless accompanied by a valid return material authorization and prior written authorization issued by Ever Energy.

6. The control of Ever Energy including, without limitations, any technological or physical event or condition which is not reasonably known or understood at the time of the sale of the Product(s) or the claim.